

1 LATONIA SMITH
 2 9748 CANYON LANDING AVE.
 3 LAS VEGAS, NV 89166
 4 725-203-2455
 5 PLAINTIFF IN PROPER PERSON

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DISTRICT OF NEVADA	
BY:	DEPUTY

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

LATONIA SMITH,

Plaintiff(s),

CASE NO. 2:19-cv-00824-GMN-EJY

-vs-

FENNEMORE CRAIG,

Defendant(s).

OPPOSITION TO SAMANTHA RADAK'S AND DEBORAH GIANINI'S MOTION TO QUASH SUBPOENAS

Plaintiff Latonia Smith files her opposition to Samantha Radak's and Deborah Gianini's Motion to Quash Subpoenas dated August 1, 2019. Counsel for deponents cite that the subpoenas were legally improper, violate a settlement agreement, request information protected by attorney-client/work product privilege, and cause undue burdens on deponents. The overarching theme is that deponent's counsel is attempting to prevent Plaintiff from conducting discovery e.g. wants the Court to issue an order preventing deponents from having a deposition taken and producing evidence related to the case. Each of counsel's arguments fail and will be addressed herein. The Court should deny defense counsel's attempts to subvert the discovery process. This opposition is based on the papers and pleadings on file herein and their respective exhibits, especially Plaintiff's Motion to Compel Samantha Radak and Deborah Gianini to attend deposition, and any other oral/written argument that may be heard concerning the matters.

MEMORANDUM OF POINTS AND AUTHORITIES**I. FACTUAL BACKGROUND**

As explained in Plaintiff's Opposition to defendant Fennemore Craig and CEC/PHWLV/SHANNON PIERCE/ETHAN THOMAS' (separate case) request to consolidate cases, this instant action against Fennemore Craig and the action against CEC/PHWLV/SHANNON PIERCE/ETHAN THOMAS are distinct in legal facts (and venue), and thus the discovery that will be sought in the cases will be distinct. While defense counsel attempts to make an argument for consolidation by using a cloaked excuse that it will ease burdens and save judicial resources, the fact of the matter is that consolidation will do just the opposite. In fact, the realities of consolidation are briefly addressed herein in opposition to defense counsel's second point (8:1).

Although defense counsel would like to insert Ms. Smith into Mrs. Peruzar's current case, in the Eighth Judicial District Court, the fact is that Mrs. Peruzar's lawsuit did not and does not concern Ms. Smith (see **Exhibit 1**).

The inextricable linkage between Mrs. Peruzar and Ms. Smith (concerning background facts of the case) comes as a result of defendants themselves, who used the Plaintiff as another pawn in their attempts to fire Mrs. Peruzar and prevent her from being reinstated. Testimony from third party, Teri Pringle, proves as much, and is also one of the backdrops for the crime-fraud exception (**Exhibit 2**).

TARGETING OF MS. SMITH

In 2017, defendants engaged in a conspiracy to fire Mrs. Peruzar after they falsified documents and began slandering/defaming Mrs. Peruzar in order to frame Mrs. Peruzar for a theft that was committed by another employee whom they wanted to protect. Since then it has been overwhelmingly revealed that Mrs. Peruzar was in fact framed, even with the victim in question in the case signing an affidavit and making statements that the event occurred on a day in which Mrs. Peruzar was on a different

floor. Since the story of PHWLV and CEC seemed unlikely and they were not assured
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that Mrs. Peruzar would be fired, CEC/PHWLV along with their cohorts began creating
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messages and asserting that these messages came from Ms. Smith, who they (and
3
their cohorts) had researched before-hand. After terminating Mrs. Peruzar,
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CEC/PHWLV along with their cohorts continued these defamatory accusations causing
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Ms. Smith to be hospitalized. One of the first third parties they contacted, spreading
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these defamatory accusations, was the third-party witness Teri Pringle (part of
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testimony has been submitted) even going so far as to call her on Christmas day to tell
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her that Plaintiff's name were on alleged threats (this was also false); this witness has
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never met Ms. Smith, nor did she know Ms. Smith. CEC/PHWLV and their cohorts
10
continued their defamatory accusations even after being warned to cease their actions.
11
Ms. Smith also reached out to the CEO to quell the issues, without realizing at the time
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that this was all a part of a larger, nefarious plan. Several months later (and because
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Mrs. Peruzar was still in a position to be re-employed) CEC/PHWLV and their cohorts
14
randomly began filing protective orders against Ms. Smith and added Ms. Smith to a
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random lawsuit containing 50 DOE parties as retaliation. The matters were disposed by
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admission of CEC/PHWLV themselves that they had no evidence pointing to Ms. Smith.
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In fact, all they used in their attempts to target Ms. Smith were the fabricated messages
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that they continually insert into every matter and which is at subject after they were
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created by CEC/PHWLV, Fennemore Craig, and their associates. Third party witnesses,
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who have remained anonymous due to the fear of retaliation, have also implicated
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CEC/PHWLV and Fennemore Craig, and their cohorts in these unlawful goals (please
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see Exhibits in Plaintiff's Opposition to defendant Fennemore Craig's motion to
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dismiss).
24

Mrs. Peruzar filed a lawsuit against CEC/PHWLV in November of 2018 based on
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the matters concerning their falsification of evidence concerning a guest complaint in
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order to frame and terminate her and gross defamation (non-exhaustive herein).
1
Namely, a wrongful termination suit. It is evident that Mrs. Peruzar went out of her way
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to preclude Ms. Smith from all matters, but when Mrs. Peruzar filed the lawsuit,
3
CEC/PHLV and their cohorts continued their hateful and malicious targeting of Ms.
4
Smith, seeking to resurrect their failed 2017 plot. Thus, in fact it is all defendant parties
5
and their cohorts who sought and continually seek to improperly retaliate by targeting
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Ms. Smith; it is all defendant parties who have went out of their way to seek the
7
destruction of Ms. Smith.

Plaintiff addresses defense counsel's newfound argument about being unable to
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participate by creating a conflict of interest himself, below.

II. ADDRESSING FACTS OF THE INSTANT MOTION

Both deponents were directly involved in (non-exhaustively) defaming Ms. Smith
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and using the judicial system to further a fraud against Ms. Smith with the background
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facts, above, being the backdrop. Since discovery is tailored to the case and facts
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concerning Fennemore Craig, both deponents are witnesses in this instant case.

Plaintiff incorporates her Motion to Compel concerning the meet and confer held
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with Mr. Riley Clayton. Simply put, Mr. Clayton had no idea what was going on, but still
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chose to assert a myriad of blanket objections, which Plaintiff would not bow to. Mr.
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Clayton's argument concerning Samantha Radak lacked for several reasons, including
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the fact that the agreement expressly allows certain portions of it to become inactive
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concerning legal matters or any conflicts thereof. Mr. Clayton acknowledged the
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argument and moved on. Ms. Smith was correct in asserting that there was no stay of
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discovery in the instant lawsuit and that deponents would be questioned concerning the
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matters at issue in the Fennemore Craig lawsuit. Mr. Clayton noted that he did know
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that discovery was ordered in the Fennemore Craig case (again, he did not know what
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was going on, but blindly asserted objections to a subpoena). Plaintiff sees no ground
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on which defense counsel can stand in asserting that witnesses should not be deposed,
nor produce evidence.

III. OPPOSITION TO LEGAL ARGUMENTS

**THIS COURT SHOULD ISSUE AN ORDER REQUIRING SAMANTHA RADAK
AND DEBORAH GIANINI TO ATTEND DEPOSITION AND PRODUCE DOCUMENTS**

A party has a general right to compel any person to appear at a deposition, through issuance of a subpoena if necessary. **FED. R. Civ. P. 30(a)**. While the deponent's have the right to object, Plaintiff contends that the objections are frivolous and fail to provide adequate excuses preventing the deponents from attending deposition or producing documents. First, the provisions of the agreement concerning Ms. Radak are severable under #13 and #10, and, specifically, when such provisions of the agreement is not in accordance with the laws of the State of Nevada and/or conflicts with such laws/legal proceedings. Specifically, herein and concerning the instant lawsuit, State Laws required that Ms. Radak attend deposition as the subpoenas were issued via Court Order. Defense counsel agreed to as much, during the meet and confer, when he decided that he could not present further argument concerning those facts. In addition, concerning counsel's footnote of a preemptive strike, none exists, and his argument fails. The opposing parties continue to violate the terms of the agreement as it never allowed for their express distribution of such agreement simply because they "want to seek a protective order" (which Plaintiff contends is also frivolous). The agreement is clear and expressly also protects Plaintiff by instituting multiple layers before any such distribution of the agreement. Plaintiff reserves all rights. Nevertheless, deponent's arguments concerning not being subject to deposition via a Court Order, which included the served Subpoena to Ms. Radak, fails.

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1 **Deponent's Arguments Concerning A Stay of Discovery, Motions to**

2 **Dismiss, and Motions to Consolidate Fail**

3 Defense Counsel first makes an argument concerning consolidation of the
4 CEC/PHLV/SHANNON PIERCE/ETHAN THOMAS case with this instant lawsuit, the
5 realities of which should be briefly addressed herein. The reality of consolidation (even if
6 it is initially designated "pretrial") is that it is never unscrambled because there is a
7 global settlement, because the consolidated cases are resolved by pretrial motion, or
8 because the cases are later formally consolidated for trial (see Steinman, *supra* note 2,
9 *The Effects of Case Consolidation on the Procedural Rights of Litigants*). In addition to
10 citing that the cases were distinct, in her Opposition to Consolidation, Plaintiff also
11 asserted that consolidation of the cases, also concerning separate corporate entities,
12 will only cause confusion (not alleviate confusion), unfair treatment (Plaintiff's claims
13 against individual parties and corporations will be lost), and expand (not conserve)
14 judicial resources. Defense counsel's motive is to gain an unfair advantage over Plaintiff
15 in consolidating cases simply for the purpose of being able to oppose discovery in one
16 fell swoop. Counsel has already admitted that their only goal is to file motions simply to
17 limit Plaintiff's discovery of facts relevant to both litigations under a blanket assertion of
18 attorney client privilege and preclude the testimony of witnesses (8:25-27); they cite that
19 the inability to do this all at once is an "undue burden." Seeking to stop the deposition of
20 relevant witnesses and exclude testimony is not an "undue burden" that is recognized in
21 any Court of law but is an attempt by all opponents to subvert the discovery process
22 and prevent the Plaintiff from pursuing claims. Counsel for both parties in the separate
23 cases only seek to combine the cases in order to prejudice Plaintiff in the lawsuits
24 against the separate parties, including but not limited to preventing Plaintiff from
25 gathering facts specific to the cases.

1 Discovery was ordered in the case via the Court despite some of the pending
2 motions because the Court saw fit that discovery should go proceed (most likely due to
3 defendant's many many factual contentions). So, essentially, Defense counsel only
4 argues that the undue burden posed on deponents is hypothetical, in that the
5 deponent's may be deposed in two separate actions. No determinations have been
6 made concerning depositions in the separate case, but the depositions in this instant
7 case are concerning the matters specific to defendant Fennemore Craig and the
8 deponents' level of involvement with Fennemore Craig, not CEC/PHWLV/SHANNON
9 PIERCE/ETHAN THOMAS, which would (if those depositions are even sought in that
10 case) produce a different line of questioning for any witnesses called to attend
11 deposition. Deponent's recitation of a "hypothetical" undue burden should be rejected.
12 Even if the Court could predict that both deponents would be deposed twice, the fact
13 remains that the two cases are separate and distinct, thus any depositions sought in the
14 Fennemore Craig case will include separate fact gathering from that of the
15 CEC/PHWLV/SHANNON PIERCE/ETHAN THOMAS case.

17 Deponent's then cite that due to the cases being separate in nature, the Plaintiff
18 will have an unfair advantage because counsel in the separate case against
19 CEC/PHWLV/SHANNON PIERCE/ETHAN THOMAS cannot be present at Samantha
20 Radak's and Deborah Gianini's deposition. Counsel began the legal brief by stating that
21 Samantha Radak and Deborah Gianini chose to retain the same attorneys as in the
22 separate CEC/PHWLV/SHANNON PIERCE/ETHAN THOMAS case, and that he agreed
23 to the retainer despite *knowing* of the conflict of interest (3:23-28). As such, defense
24 counsel's attempts to now assert this as an argument of undue burden/disadvantage
25 (which is equally perplexing) should be rejected.

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28 //

1 **Deponents Had Reasonable Time To Prepare For Deposition**

2 The Deponents had enough time to prepare for deposition under the
 3 requirements of the Federal Rules of Civil Procedure. Ms. Radak was served on August
 4 12, 2019 and Ms. Gianini was served on August 13, 2019 as confirmed by defense
 5 (affidavits already on file with the Court). All parties were also noticed before service of
 6 the subpoenas on August 1, 2019. As such, defense's argument that the Plaintiff did not
 7 provide enough time for deposition is erroneous and makes it more evident that defense
 8 only seeks to prevent Plaintiff from conducting discovery. **Fed. R. Civ. P. 30(b)(1)**
 9 requires that "a party who wants to depose a person...must give reasonable written
 10 notice." More than one week's notice generally is considered reasonable. See, e.g.,
 11 ***Paige v. Commissioner***, 248 F.R.D. 272, 275 (C.D. Cal. Jan. 18, 2008) (finding that
 12 fourteen days' notice was reasonable); ***Jones v. United States***, 720 F. Supp. 355, 366
 13 (S.D.N.Y. 1989) (holding that eight days' notice was reasonable); see also ***In re***
 14 ***Sulfuric Acid Antitrust Litig.***, 231 F.R.D. 320, 327 (N.D. Ill. 2005) ("[T]en business
 15 days' notice [of a deposition] would seem to be reasonable").

17 **THIS COURT SHOULD ISSUE AN ORDER REQUIRING SAMANTHA RADAK**
 18 **AND DEBORAH GIANINI TO PRODUCE DOCUMENTS**

19 As stated in Plaintiff's Motion to Compel, defense counsel admit in his own
 20 motion that during the meet and confer he was initially seeking more time to produce
 21 the documents requested, but then stated that he would still be filing a motion to quash.
 22 Thus, no agreements were made due to defense counsel's own perplexing arguments.
 23 See deponent's motion to quash 5:8-10 ("time would be needed for.... Deponents to
 24 retrieve any requested documents, review them for purposes of privilege, and prepare
 25 the applicable privilege log). Since deponent's have admitted that they did, in fact,
 26 initially agree to produce the documents, the Court should issue an order requiring the
 27 deponents to produce the required documents.

1 **Deponents Advanced A Perplexing Argument During The Meet and Confer**

2 **Which Led To No Agreements Being Made About Document Production And Now**

3 **Asserts Undue Burden**

4 Again, during the meet and confer, when defense counsel cited that he would
 5 need more time to produce documents, Plaintiff asked defense multiple times to confirm
 6 that if Plaintiff agreed to an extension of time to produce documents, documents would
 7 be produced. Defense would not confirm citing that he wanted to file a motion to quash
 8 the subpoenas. Plaintiff simply cited that she would not allow defense to play both sides
 9 of the fence. Namely, defense wanted Plaintiff to agree to an extension to produce
 10 documents while still being allowed to file a motion to quash production of said
 11 documents. Now, defense inserts an argument citing that the subpoenas were
 12 burdensome, and Plaintiff would not allow time to produce the documents. The Plaintiff
 13 never disagreed to providing counsel more time to produce the requested documents,
 14 as explained above, and defense's motion even admit that he initially sought more time
 15 to produce documents (even while having this instant motion to quash on the docket).
 16 Simply, defense's argument is blatantly false and should be rejected.

17 Incorporating Plaintiff's motion to compel, deponents have not met the heavy
 18 burden of proof to quash the subpoena concerning the document production.

19 **THERE IS NO ATTORNEY-CLIENT/WORK PRODUCT PRIVILEGE TO BE**
 20 **ASSERTED AND RELEVANCE/PROPORTIONALITY HAS ALREADY BEEN**
 21 **ESTABLISHED**

22 Plaintiff reasserts the arguments from her Motion to Compel Samantha Radak
 23 and Deborah Gianini to attend deposition and produce documents. Plaintiff asserted her
 24 arguments to Mr. Clayton concerning the crime-fraud exception, so his newfound
 25 assertions that Plaintiff did not assert the arguments now contained in the Plaintiff's
 26 Motion to Compel, are false. Plaintiff's assertion of the crime-fraud exception should be
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1 kept at the forefront of any decision regarding the instant lawsuit. Defense does not
2 make an opposing argument to Plaintiff's crime-fraud exception in the instant motion.
3 Plaintiff contends that it is because no opposing argument can be made. Deponent's
4 have already been implicated in intending to commit and further a crime/fraudulent act
5 by use of the judicial system.

6 Although plaintiff contends that there is no privilege due to the crime-fraud
7 exception, even if defense's arguments were considered, conclusory assertions of a
8 privilege is insufficient to establish that the information is privileged. See *Holifield v.*
9 ~~United States~~, 909 F.2d 201, 203-04 (7th Cir. 1990). Defense counsel is asserting a
10 privilege over documents that, by his own admission, he does not know about, nor has
11 he reviewed. In fact, during the meet and confer defense asserted that he was "out of
12 the loop." On that basis alone, defense's argument should be rejected, but Plaintiff
13 digresses. Defense counsel's attorney-client privilege is supported only by brief
14 conclusory summations as to why documents are protected, and he does little to
15 address the applicability of the privilege with respect to individual documents nor does
16 he set forth "specific facts" to support his legal conclusions. The Seventh Circuit found
17 in *Holifield v. U.S.* that this type of "blanket objection" does not suffice to support a
18 claim that the attorney-client privilege prohibits the production of documents. See also
19 *First State Bank*, 691 F.2d at 335; see also *United States v. Lawless*, 709 F.2d 485,
20 487 (7th Cir. 1983) (a claim of privilege must be made on a document-by-document
21 basis; a blanket claim of privilege is unacceptable).

22 Rule 26 of the Federal Rules of Civil Procedure outlines the scope of allowable
23 discovery. Case law applying Rule 26 emphasizes that "relevancy under Rule 26 is
24 extremely broad," *U.S. E.E.O.C. v. Caesars Enter., Inc.*, 237 F.R.D. 428, 431 (D. Nev.
25 2006), and "contemplates discovery into any matter that bears on or that reasonably
26 could lead to other matter that could bear on any issue that is or may be raised in a

case," *Phoenix Solutions Inc. v. Wells Fargo Bank, N.A.*, 254 F.R.D. 568, 575 (N.D. Cal. 2008) (emphasis added). "Relevant information for purposes of discovery is information 'reasonably calculated to lead to the discovery of admissible evidence.'" *Surfvivor Media, Inc v. Survivor Prods.*, 406 F.3d 625, 635 (9th Cir. 2005) (quoting *Brown Bag Software v. Symantec Corp.*, 960 F.2d 1465, 1470 (9th Cir. 1992)). See also *Kerr v. U.S. Dist. Court for the N. Dist. Of Cal.*, 511 F.2d 192, 196 (9th Cir. 1975) ("the question of relevancy is to be more loosely construed at the discovery stage than at the trial" and "it is no ground for objection that the information sought in pretrial discovery would not be admissible at trial"). Defense cannot make a cognizable argument concerning Samantha Radak's and Deborah Gianini's relevance to the instant lawsuit.

As stated herein, in Plaintiff's background facts, the information sought is proportional to the needs of the case and are not overbroad. In fact, if the requests are any more tailored, they would exclude relevant evidence, and, ultimately, prejudice the Plaintiff by excluding evidence concerning why and how Plaintiff incurred damages related to the claims. In reality, defense seeks to exclude any evidence concerning Mrs. Peruzar when it was opponents' very own actions that inextricably linked Plaintiff to Mrs. Peruzar termination, due to their need to seek retaliation. Thus, any argument by defense citing that Plaintiff is only attempting to re-hash Mrs. Peruzar's termination is clearly ignorant of the facts (which defense admitted he was at the meet and confer). Opponents saw fit to use and defame Ms. Smith in connection with Mrs. Peruzar's termination (and attempted reinstatement), and thus any discovery related to the matters in the Fennemore Craig lawsuit, including the relationships of those involved, is proportional.

Incorporating Plaintiff's motion to compel, deponents have not met the heavy burden of proof to quash the subpoenas issued.

IV. CONCLUSION

For the foregoing reasons, Plaintiff requests that this Court deny deponent's motion to quash.

Dated this 10th day of September 2019

/s/ Latonia Smith
LATONIA SMITH
9748 CANYON LANDIN
AVE.
LAS VEGAS, NV 89166

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EXHIBIT 1

PERUZAR LAWSUIT

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Steven D. Grierson
CLERK OF THE COURT

1 COMJD

2 ANNECER PERUZAR
3 9748 CANYON LANDING AVENUE
4 LAS VEGAS, NV 89166
5 702-809-0988
6 SHAYTONI9495@YAHOO.COM
7 Plaintiff, in Proper Person

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DISTRICT COURT
CLARK COUNTY, NEVADA

A-18-784032-C

ANNECER PERUZAR,

Plaintiff,

Case No. Department 4
Dept. No.

-vs-

CAESARS ENTERTAINMENT CORPORATION,
a Delaware corporation; PHWLV, LLC d/b/a PLANET
HOLLYWOOD RESORT AND CASINO, a Nevada
limited liability company

Defendants.

COMPLAINT AND JURY DEMAND

Arbitration Exempt
(Amount in Controversy Exceeds \$100,000)

COME NOW Plaintiff Annecer Peruzar, an individual ("Mrs. Peruzar") (referred to
herein as "Plaintiff") hereby complain and allege against Defendants as follows:

PARTIES

1. At all relevant times Mrs. Peruzar was and is a resident of Clark County,
Nevada

- 1 2. At all relevant times Caesars was and is a Delaware corporation authorized to
- 2 do business in Nevada.
- 3 3. At all relevant times Planet Hollywood was and is a Nevada limited liability
- 4 company authorized to do business in Nevada. Planet Hollywood is an
- 5 affiliated entity with Caesars.
- 6 4. This Court has jurisdiction over the parties and venue is proper in this Judicial
- 7 District under NRS 3.040.

8 **FACTS**

9 A. **Background**

- 10 5. Plaintiff was employed at Caesars Entertainment-Planet Hollywood from
11 November 19, 2012 until November 15, 2017. At the time of Plaintiff's
12 termination, Plaintiff was employed as a Guest Room Attendant (GRA).
13 Petitioner was terminated on November 15, 2017, for alleged theft, which was
14 considered gross willful misconduct.
- 15 6. Plaintiff was asked by a stayover guest, in room 715, to clean room despite a
16 do not disturb sign. Plaintiff agreed to clean the room. Plaintiff received and
17 took a tip of \$1.18 on October 31, 2017. The tip was left on the dresser, as
18 change (4 quarters, 3 nickels, and 3 pennies).
- 19 7. On November 1, 2017, a floor manager at Caesars Entertainment-Planet
20 Hollywood approached Plaintiff, around 2:00 pm, about a complaint submitted
21 by room 715 around noon on November 1, 2017. The floor manager first
22 asked if the Plaintiff had cleaned room 715 on the morning of November 1,
23 2017. The Plaintiff responded, indicating that she neither cleaned that room.

1 nor was she stationed there on the morning of November 1, 2017. The floor
2 manager then specified that on November 1, 2017, around noon, room 715
3 complained that \$2.00 (in the form of bills) was missing off of the nightstand.
4 The Plaintiff, again, informed the floor manager that she neither entered or
5 was stationed at room 715 on the morning of November 1, 2017. The Plaintiff
6 informed the floor manager of the tip received the day prior from the same
7 room, but noted that the details of the relayed complaint did not concern her.
8 The floor manager acknowledged that another GRA was stationed at room
9 715 on the morning of November 1, 2017 (not the Plaintiff). The floor
10 manager vowed to seek out more information about the guest complaint,
11 however, this did not happen. Although, the guest was compensated to stay
12 until November, 2, 2017, no contact with the guest was made. On November
13 5, 2017, after 4 days of work (1 in which the guest was still present and no
14 contact with the Plaintiff or guest had been made), the Plaintiff was
15 suspended immediately pending an investigation. On November 15, 2017,
16 without any details from an investigation (and later revealed without an
17 investigation), the Plaintiff was terminated. The Plaintiff did not have any other
18 disciplinary actions on file.

19 **FIRST CAUSE OF ACTION**

20 **INTENTIONAL TORT (FRAUD/MISREPRESENTATION/MALICE)**

21 8. Plaintiff hereby incorporate each and every preceding paragraph in this
22 Complaint as if set forth fully herein.

23

24

1 9. In Unemployment and Culinary documents, it was revealed that Caesars
2 Entertainment Corporation and PHWLV engaged in making false statements,
3 and in falsifying and submitting falsified documents in order to frame the
4 Plaintiff for the crime of theft, which led to the Plaintiff's termination (under
5 gross willful misconduct), subsequent denial of unemployment benefits, and
6 an ongoing Culinary Union dispute (Caesars Entertainment Corporation and
7 PHWLV refuses to reinstate Plaintiff's job, offer backpay, and/or a payout).
8 10. In order to justify the Plaintiff's termination and frame the Plaintiff for theft,
9 Caesars Entertainment Corporation and PHWLV re-entered their system
10 several times, the last time being January 10, 2018, at 2:26pm and 2:27pm,
11 to make changes to the alleged initial complaint that was shown to be entered
12 at 6:05 pm (not at noon) on November 1, 2017. January 10th is significant
13 because this is the time in which Caesars Entertainment Corporation and
14 PHWLV were presenting documents to the Culinary Union. In the documents
15 submitted to Unemployment and Culinary, the actual screenshot of the
16 complaint window is time stamped and the change is highlighted to match the
17 Plaintiff's response to the floor manager on November 1, 2017; it was altered
18 to say, "gst upset about missing change on dresser." The screenshot
19 submitted by Caesars Entertainment Corporation and PHWLV further
20 indicates that they can go back in to "change/delete/forward/finish/print"
21 anything inputted into the system. In Unemployment and Culinary
22 documents/testimony, Caesars Entertainment Corporation and PHWLV
23 testified that the original, alleged guest complaint inputted by an unknown
24

1 front desk agent was \$2.00 missing from the guest's nightstand, on
2 November 1, 2017. Caesars Entertainment Corporation and PHWLV also
3 testified that they never spoke to or got a written statement from the guest,
4 and that they had no way of getting in contact with the guest at all in order to
5 verify his complaint which did not concern the Plaintiff; this was false.
6 Caesars Entertainment Corporation and PHWLV removed 1 night from the
7 guest's bill and combed the guest an extra night; they also had the guest's
8 contact information and had plenty of opportunity to contact the guest, but
9 chose not to as this would undermine their fraudulent activity and their goal to
10 fire the Plaintiff. Caesars Entertainment Corporation and PHWLV testified that
11 the complaint was, instead, entered by the unknown front desk agent, and
12 that the altered complaint was all they had in order to terminate the Plaintiff.
13 In Unemployment documents and Culinary hearings, Caesars Entertainment
14 Corporation and PHWLV said they conducted an investigation. However, this
15 is not true. Instead, they testified that they did a floor walk, where they walked
16 up to the guest's room, saw a do not disturb sign, and concluded that no one
17 else could have gone into the guest's room except the Plaintiff. Caesars
18 Entertainment Corporation and PHWLV, purposefully, omitted that any GRA
19 has access to all rooms on their station, and ignored the fact that another
20 GRA (not the Plaintiff) was stationed at the room on the day and time of the
21 guest's complaint. Caesars Entertainment Corporation and PHWLV did not
22 question the GRA stationed at the room on November 1, 2017, they did not
23 question the guest, nor did they question the front desk agent (as they
24

1 testified that s/he was unknown). They simply committed fraud,
2 misrepresented evidence, and acted with malice in their intent to frame and
3 accuse the Plaintiff of theft, and any further documents submitted by them
4 which can be altered should be looked upon with suspicion.

5 12. In further fraud, malice, and misrepresentation, Caesars Entertainment
6 Corporation and PHWLV submitted portions of an outdated 2012 GRA
7 handbook, under the guise of the new 2015 handbook, which the Plaintiff
8 signed for, in order to justify their erroneous position that the Plaintiff engaged
9 in theft and violated company policies. Caesars Entertainment Corporation
10 and PHWLV further testified that the Plaintiff was lying about the lack of a tip
11 policy/tip envelopes, and that there were tip policies, as well as tip envelopes
12 in place at the time of the Plaintiff's employment. In fact, Caesars
13 Entertainment Corporation and PHWLV's 2015 GRA handbook has no
14 policies on removing tips from a stayover, nor policies on tip envelopes.
15 Caesars Entertainment Corporation and PHWLV had gotten rid of tip
16 envelopes for guests during the time of Plaintiff's employment (as reflected in
17 the changes from the 2012 to the 2015 handbook), and previous to the time
18 period of the alleged guest complaint. The 2015 handbook only has policies
19 regarding removing guests' belongings, in which a tip is not a part of. Under
20 federal and state law (NRS 608.160), a tip belongs to the employee. In
21 addition, current employees signed a petition and are still willing to testify that
22 Caesar's Entertainment Corporation and PHWLV did not have tip envelopes
23 at the time of the Plaintiff's employment, as they falsely testified to, with the
24

1 intent of misrepresenting information and damaging the Plaintiff's position in
2 seeking relief. Employees are also willing to testify that shortly after the
3 Plaintiff's termination, tip envelopes were reinstated, again, with the intention
4 of misrepresenting and deceiving the Plaintiff and other third parties. Caesars
5 Entertainment Corporation and PHWLV's falsified documents (constituting
6 fraud). Submittal of these falsified documents, false statements, and
7 purposeful misrepresentation of information, led to the Plaintiff's termination,
8 denial of unemployment benefits, and an ongoing dispute with Culinary Union
9 (Caesars Entertainment Corporation and PHWLV refuses to reinstate
10 Plaintiff's job, offer backpay, and/or a payout).

11 13. Caesars Entertainment Corporation and PHWLV, in their zeal to fire the
12 Plaintiff, who is one of few African Americans in the department, and who
13 testified that she was previously subject to hateful, racial remarks by the floor
14 manager and manager, committed fraud by making a false
15 representation/misrepresentation as to a past or existing fact—the altering and
16 submittal of the initial, alleged guest complaint which was not related to the
17 Plaintiff and misrepresentation of current policies and the current handbook,
18 at the time of the Plaintiff's employment. Caesars Entertainment Corporation
19 and PHWLV intended to induce the Plaintiff to act in reliance on the
20 representation and caused damages to the Plaintiff as a result of relying on
21 misrepresentation. The documents and false statements were used to
22 undermine the Plaintiff's positions. Caesars Entertainment Corporation and
23
24

1 PHWLV acted with malice in an attempt to cause unnecessary damage to the
2 Plaintiff and her family.

3 14. Defendants Caesars Entertainment Corporation and PHWLV have been
4 guilty of intentional tort, consisting of fraud, misrepresentation, and malice,
5 and Mrs. Peruzar is entitled to punitive or exemplary damages, as set forth
6 herein.

7 15. As a proximate result of the Defendants' outrageous and extreme conduct,
8 Mrs. Peruzar has suffered damages in excess of \$15,000, the exact amount
9 to be set forth at trial on this matter.

10 16. As a direct and proximate result of the Defendants' actions, Mrs. Peruzar is
11 entitled to not only general and compensatory damages, but also punitive or
12 exemplary damages pursuant to NRS 42.005 for the fraud, malice,
13 misrepresentation, and reckless disregard for Mrs. Peruzar, all proximately
14 caused by Caesars Entertainment Corporation and PHWLV.

15 17. Mrs. Peruzar is entitled to an award for her reasonable fees and costs.

16 **SECOND CAUSE OF ACTION**

17 **EMPLOYER DEFAMATION**

18 18. Plaintiff hereby incorporate each and every preceding paragraph in this
19 Complaint as if set forth fully herein.

20 19. In Unemployment documents and the Culinary Union hearings, Caesars
21 Entertainment Corporation and PHWLV testified that they never spoke to the
22 guest. Caesars Entertainment Corporation and PHWLV testified that the
23 alleged complaint was actually entered into their system by an unknown front
24

1 desk employee, and documents show that this was altered and compromised
2 in order to frame the Plaintiff. As revealed in Unemployment and Culinary
3 documents, Caesars Entertainment Corporation and PHWLV did not conduct
4 an investigation. In Unemployment and Culinary documents/hearings
5 Caesars Entertainment Corporation and PHWLV accused the Plaintiff of lying,
6 theft, and a reckless disregard for company policy. The tip left to the Plaintiff
7 and taken by the Plaintiff on October 31, 2017 did not and does not constitute
8 any of these false and defamatory charges, and Caesars Entertainment
9 Corporation and PHWLV failed to prove otherwise before making these false
10 and defamatory statements.

11 20. Caesars Entertainment Corporation and PHWLV made false and defamatory
12 statements against the Plaintiff by accusing the Plaintiff of lying and the crime
13 of theft. They further acted with malice and complete disregard for the Plaintiff
14 and her family by committing fraud to frame the Plaintiff of theft (as described
15 in the first cause of action). Unprivileged publication of these false and
16 defamatory statements were published to third parties. The false and
17 defamatory statements led to the Plaintiff's termination, denial of
18 unemployment benefits, and an ongoing Culinary Union dispute (Caesars
19 Entertainment Corporation and PHWLV has prevented the Plaintiff from
20 reinstatement of her job, backpay, and/or a payout). The false and
21 defamatory statements also led to emotional distress as detailed in the third
22 cause of action.

23

24

1 21. Defendants Caesars Entertainment Corporation and PHWLV has been guilty
2 of defamation and Mrs. Peruzar is entitled to punitive or exemplary damages,
3 as set forth herein.

4 22. As a proximate result of Defendants' actions, Mrs. Peruzar has suffered
5 damages in excess of \$15,000, the exact amount to be proven at trial on this
6 matter.

7 23. As a direct and proximate result of Defendant's actions, Mrs. Peruzar is
8 entitled to not only general and compensatory damages, but also punitive or
9 exemplary damages pursuant to NRS 42.005 for the defamation and reckless
10 disregard for Mrs. Peruzar's character/reputation and pursuit of relief, all
11 proximately caused by Caesars Entertainment Corporation and PHWLV.

12 24. Mrs. Peruzar is entitled to an award of her reasonable fees and costs.

13 **THIRD CAUSE OF ACTION**

14 **INTENTIONAL INFILCTION OF EMOTIONAL DISTRESS**

15 25. Plaintiff hereby incorporates each and every preceding paragraph in this
16 Complaint as if set forth fully herein.

17 26. The Defendants made false and defamatory statements about the Plaintiff.

18 27. The Defendants' conduct was extreme and outrageous with either the
19 intention of, or reckless disregard for, causing emotional distress not only to
20 the Plaintiff, but to her husband and two children (one of which was
21 hospitalized due to this incident), as set forth herein.

22

23

24

1 28. As a proximate result of the Defendants' outrageous and extreme conduct,
2 Mrs. Peruzar has suffered damages in excess of \$15,000, the exact amount
3 to be proven at trial on this matter.

4 29. As a direct and proximate results of Defendants' actions, Mrs. Peruzar is
5 entitled to not only general and compensatory damages, but also punitive or
6 exemplary damages pursuant to NRS 42.005 for the fraud or malice, express
7 or implied, and wanton and reckless disregard for Mrs. Peruzar, all
8 proximately caused by Caesars Entertainment Corporation and PHWLV.

9 30. Mrs. Peruzar is entitled to an award of her reasonable fees and costs.

10 **FOURTH CAUSE OF ACTION**

11 **INJUNCTIVE RELIEF**

12 1. Plaintiff hereby incorporates each and every preceding paragraph in this
13 complaint as if set forth fully herein.

14 2. Wherefore, Plaintiff request that this Court grant the following relief:

15 A. Judgment, for Plaintiff, for general and compensatory damages against
16 Defendants in excess of \$15,000, the exact amount to be determined
17 at trial in this matter.

18 B. An award of punitive or exemplary damages against Defendants for
19 Plaintiff.

20 C. An award of Plaintiff's reasonable fees and costs incurred in this
21 matter.

22 D. For interest at the statutory rate; and

1 E. For any other relief the Court deems just or necessary under the
2 circumstances.

3 **DEMAND FOR JURY TRIAL**

4 Pursuant to NRCP Rule 38, Plaintiff demands trial by jury in this action of all
5 issues so triable.

6 DATED this 5 day of November, 2018

7
8 By: 
9 ANNECER PERUZAR
10 9748 CANYON LANDING AVE.
11 LAS VEGAS, NV 89166
12 702-809-0988

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EXHIBIT 2

TERI PRINGLE

DEPOSITION

TESTIMONY

1 MS. PIERCE: Objection as to form.

2 A. I don't know about that.

3 BY MS. PERUZAR:

4 Q. Do you think it's possible that these letters
5 were being sent by Planet Hollywood or Caesars themselves?

6 A. I have no idea. I never saw the letters.

7 MS. PIERCE: Objection as to form. Calls for
8 speculation and argumentative. Lacks foundation.

9 MS. WEBER: And just to keep a clean record,
10 please allow some time for counsel to make her objection
11 for the court reporter.

12 A. I don't know anything about letters. I never
13 saw them.

14 BY MS. PERUZAR:

15 Q. So you said they had called you concerning the
16 letters or the e-mail. Was it letters or e-mail?

17 A. I think it was e-mail or Facebook. I'm not
18 sure.

19 Q. And they haven't sent you the e-mail or
20 letter?

21 A. No.

22 MS. PIERCE: Objection as to form.

23 BY MS. PERUZAR:

24 Q. So can it be possible that those e-mails could
25 have been sent by an employee?

Teri Lynn Pringle

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1 Q. Has Ms. Peruzar at any time provided to the
2 Union any statements about her employment with Planet
3 Hollywood?

4 A. What do you mean?

5 Q. Anything in writing whatsoever?

6 A. Just when she filed her grievance.

7 Q. So we were looking at Exhibit 2 earlier, which
8 I believe is a one-sentence handwritten note from
9 Ms. Peruzar.

10 Is that what you're referring to?

11 A. Yes.

12 Q. Other than that, has Ms. Peruzar ever sent
13 anything to the Union in writing to discuss her
14 employment with Planet Hollywood?

15 A. Not that I can recall.

16 Q. What about Ms. Peruzar's daughter? To your
17 knowledge, has the Union ever received any statements
18 from Ms. Peruzar's daughter?

19 A. No.

20 Q. Okay. You mentioned earlier that sometimes
21 when a grievance comes in and it's about a suspension,
22 the Union will hold the grievance and then amend it
23 later to include a termination.

24 Do you remember that?

25 A. Yes.

Teri Lynn Pringle

Annecer Peruzar v. Caesars Entertainment Corporation, et al.

1 go, so she thought everything was okay.

2 Q. Were you present when Ms. Peruzar was asked by
3 Araceli Chavez about the missing money?

4 A. No.

5 Q. So what you're testifying about is what
6 Ms. Peruzar told you later had happened?

7 A. And the company. They verified that she
8 did -- they called her.

9 Q. So Planet Hollywood, as part of its
10 investigation, asked Ms. Peruzar about the missing money
11 and Ms. Peruzar said she thought it was a tip, and from
12 then on Planet Hollywood carried on its investigation;
13 is that right?

14 A. Yes.

15 MS. WEBER: Objection. Form.

16 MS. PERUZAR: What was the answer to that?
17 I'm sorry.

18 A. Yes.

19 BY MS. PIERCE:

20 Q. You said there was a point where somebody from
21 Caesars or Planet Hollywood talked to you about
22 Ms. Peruzar's daughter; is that right?

23 A. They made comments.

24 Q. Who from either of those companies made a
25 comment to you about Ms. Peruzar's daughter?

Teri Lynn Pringle

Annecer Peruzar v. Caesars Entertainment Corporation, et al.

1 A. I think it started from Samantha and Yolanda.

2 Q. Samantha was employed at Planet Hollywood; is
3 that right?

4 A. Yes.

5 Q. And when Ms. Mationg talked to you about
6 Ms. Smith, was it your understanding she was also
7 talking to you on behalf of Planet Hollywood?

8 A. Can you repeat that?

9 Q. Sure.

10 Q. When Ms. Mationg was speaking to you about
11 Ms. Peruzar's daughter, was it your understanding that
12 Ms. Mationg was speaking to you on behalf of Planet
13 Hollywood?

14 A. Yes.

15 Q. What specifically did Ms. Radak say to you
16 about Ms. Peruzar's daughter?

17 A. I remember her saying there was some Facebook
18 post or something from her daughter, and I asked for
19 those. They said they will not give them to me because
20 it's not the reason she's being terminated. And I then
21 told them then they cannot use it for a reason not to
22 bring her back and they can't use it in the arbitration.

23 Q. So what Ms. Radak said to you was that there
24 were some Facebook posts from the daughter. You then
25 asked for them, Planet Hollywood would not provide them,

Teri Lynn Pringle

Annecer Peruzar v. Caesars Entertainment Corporation, et al.

1 and you said then, "You can't use them as a basis for
2 Ms. Peruzar's termination."

3 Have I accurately summarized the conversation?

4 A. No.

5 Q. Please tell me what happened.

6 A. The company told me, "This is not the basis
7 for her termination," so it's not part of her grievance.
8 And I told them, "Then you can't use it as a basis for
9 not bringing her back and you can't use it in
10 arbitration."

11 Q. Okay. So I want to make sure I got it
12 correct.

13 The first thing that Ms. Radak said to you was
14 that there was a Facebook post from Ms. Peruzar's
15 daughter; is that right?

16 A. Yes.

17 Q. You then asked for a copy of the Facebook
18 post; is that right?

19 A. Yes.

20 Q. And Planet Hollywood said that it would not
21 provide the post because it wasn't the reason that
22 Ms. Peruzar's employment was terminated?

23 A. Yes.

24 Q. And at that point, you said then the company
25 cannot use the post as a basis for not bringing

Teri Lynn Pringle

Annecer Peruzar v. Caesars Entertainment Corporation, et al.

1 Ms. Peruzar back and can't use it in arbitration; is
2 that right?

3 A. Yes.

4 Q. Is there anything else about the conversation
5 you had with Ms. Radak other than what we just talked
6 about?

7 A. No.

8 Q. Did Ms. Radak tell you what was said inside
9 the Facebook post?

10 A. No.

11 Q. You also said that Yolanda Mationg had a
12 conversation with you about Ms. Peruzar's daughter. Is
13 it the same conversation we just discussed with
14 Ms. Radak or was it a separate conversation?

15 A. We had a separate conversation.

16 Q. And what did Ms. Mationg say to you in the
17 separate conversation in which she talked to you about
18 Ms. Peruzar's daughter?

19 A. She called me Christmas morning and said I
20 need to do something, to talk to Annecer about her
21 daughter because she's still sending posts.

22 Q. What did you say in response?

23 A. I told her I cannot control her daughter, that
24 she would have to find another way.

25 Q. Was there anything else that you discussed

Teri Lynn Pringle

Annecer Peruzar v. Caesars Entertainment Corporation, et al.

1 with Ms. Mationg about Ms. Peruzar's daughter other than
2 what you've just told me?

3 A. I don't think so.

4 Q. Did Ms. Mationg tell you what was in the
5 subsequent posts that she was calling about?

6 A. No, just threats of some sort. I don't know.

7 Q. Did Ms. Mationg use the word "threats"?

8 A. Yes.

9 Q. But you don't know what kind of threats they
10 were?

11 A. No.

12 Q. Do you know how it is that Planet Hollywood
13 came to believe that Ms. Peruzar's daughter was the one
14 sending the Facebook posts?

15 A. No. Her name was on it, I think. I don't
16 know. I really don't.

17 Q. Other than those two conversations -- one with
18 Ms. Radak, one with Ms. Mationg -- has there been any
19 point where anyone from Planet Hollywood or Caesars
20 Corporation talked to you about Ms. Peruzar's daughter?

21 A. No.

22 Q. What was your reaction when you heard that
23 Ms. Peruzar's daughter had sent a threat?

24 A. I don't know I had a reaction, other than
25 saying, "I need to see that."

1 CERTIFICATE OF SERVICE

2 I certify that I am serving a true and correct copy of the attached OPPOSITION
3 TO MOTION TO QUASH on the parties set forth below by:

4 _____ placing an original or true copy thereof in a sealed envelope with the
5 correct prepaid postage affixed for collection and mailing in the United
6 States Mail, at Las Vegas, Nevada.

7 X Certified Mail, Return Receipt Requested of the document(s) listed above

8 to the person(s) at the address(es) set forth below

9 _____ E-service

10 _____ Personal delivery through a process server of the document(s) listed

11 above to the person(s) at the address(es) set forth below

12 Riley Clayton

13 HALL JAFFE & CLAYTON, LLP

14 7425 Peak Drive

15 Las Vegas, NV 89128

16 702-316-4111

17 rclayton@lawhjc.com

18 Alex Fugazzi and Michael Paretti

19 SNELL AND WILMER

20 3883 Howard Hughes Parkway Suite 1100

21 Las Vegas, NV 89169

22 702-784-5200

23 afugazzi@swlaw.com

24 mparetti@swlaw.com

25 /s/ Latonia Smith 

26 Plaintiff, In Proper Person

27 Dated this 10th day of September 2019

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